

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

STARBUCKS CORPORATION

and

WORKERS UNITED

Cases: 03-CA-285671
03-CA-290555
03-CA-291157
03-CA-291196
03-CA-291197
03-CA-192199
03-CA-291202
03-CA-291377
03-CA-291378
03-CA-291379
03-CA-291381
03-CA-291386
03-CA-291395
03-CA-291399
03-CA-291408
03-CA-291412
03-CA-291416
03-CA-291418
03-CA-291423
03-CA-291431
03-CA-291434
03-CA-291725
03-CA-292284
03-CA-293362
03-CA-293469
03-CA-293489
03-CA-293528
03-CA-294336
03-CA-293546
03-CA-294341

**ANSWER TO AMENDED SECOND
CONSOLIDATED COMPLAINT**

Starbucks Corporation (“Starbucks”) answers the Amended Second Consolidated Complaint (“Amended Complaint”) filed by the Regional Director of the National Labor Relations Board (“NLRB” or “Board”) Region 3, concerning unfair labor practice charges filed

by Workers United (“Union”), through numbered paragraphs corresponding to those in the Amended Complaint.

1. CHARGES

(a) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated November 4, 2021, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(a) and therefore denies the same.

(b) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 24, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(b) and therefore denies the same.

(c) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 14, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(c) and therefore denies the same.

(d) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 24, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(d) and therefore denies the same.

(e) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 24, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(e) and therefore denies the same.

(f) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 24, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(f) and therefore denies the same.

(g) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 25, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(g) and therefore denies the same.

(h) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 2, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(h) and therefore denies the same.

(i) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated February 24, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(i) and therefore denies the same.

(j) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(j) and therefore denies the same.

(k) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a

belief as to the truth or falsity of the remaining allegations in paragraph 1(k) and therefore denies the same.

(l) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(l) and therefore denies the same.

(m) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(m) and therefore denies the same.

(n) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(n) and therefore denies the same.

(o) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(o) and therefore denies the same.

(p) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(p) and therefore denies the same.

(q) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(q) and therefore denies the same.

(r) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(r) and therefore denies the same.

(s) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(s) and therefore denies the same.

(t) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(t) and therefore denies the same.

(u) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(u) and therefore denies the same.

(v) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a

belief as to the truth or falsity of the remaining allegations in paragraph 1(v) and therefore denies the same.

(w) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(w) and therefore denies the same.

(x) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 7, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(x) and therefore denies the same.

(y) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 16, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(y) and therefore denies the same.

(z) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated March 18, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(z) and therefore denies the same.

(aa) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 1, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(aa) and therefore denies the same.

(bb) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 4, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(bb) and therefore denies the same.

(cc) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 4, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(cc) and therefore denies the same.

(dd) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 5, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(dd) and therefore denies the same.

(ee) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 8, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(ee) and therefore denies the same.

(ff) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 5, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(ff) and therefore denies the same.

(gg) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 20, 2022, but is without knowledge or information sufficient to form a

belief as to the truth or falsity of the remaining allegations in paragraph 1(gg) and therefore denies the same.

(hh) Starbucks admits that it has a copy of an NLRB charge with the referenced charge number and dated April 20, 2022, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations in paragraph 1(gg) and therefore denies the same.

2. JURISDICTION

(a) Starbucks admits the allegations in paragraph 2(a), but denies that all the street addresses in the accompanying footnote are accurately stated.

(b) Starbucks admits the allegations in paragraph 2(b).

(c) Starbucks admits the allegations in paragraph 2(c).

3. COMMERCE

Starbucks admits the allegations in paragraph 3.

4. UNION STATUS

Starbucks admits the allegations in paragraph 4.

5. SUPERVISORS AND AGENTS

Starbucks admits that while employed by Starbucks the individuals identified by full name at certain times held the job titles next to their names, but denies that allegation with respect to [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED]. Starbucks admits that individuals holding the positions of Store Manager, Support Manager, District Manager, Regional Director, Partner Resources Director, Partner Resources Manager, Senior Vice President, President, Director -

U.S. Community Engagement, Regional Vice President, Chairman and Executive Vice President in Starbucks were supervisors and/or managerial employees. Starbucks is without knowledge or information sufficient to form a belief as to the truth or falsity of whether the individuals identified only by first name held the job titles next to their first names and therefore denies that those individuals held those job titles, and denies the remaining allegations in paragraph 5.

6. SOLICITATION OF GRIEVANCES

- (a) Starbucks denies the allegations in paragraph 6(a).
- (b) Starbucks denies the allegations in paragraph 6(b).
- (c) Starbucks denies the allegations in paragraph 6(c).
- (d) Starbucks denies the allegations in paragraph 6(d).
- (e) Starbucks denies the allegations in paragraph 6(e).
- (f) Starbucks denies the allegations in paragraph 6(f).
- (g) Starbucks denies the allegations in paragraph 6(g).
- (h) Starbucks denies the allegations in paragraph 6(h).
- (i) Starbucks denies the allegations in paragraph 6(i).
- (j) Starbucks denies the allegations in paragraph 6(j).
- (k) Starbucks denies the allegations in paragraph 6(k).
- (l) Starbucks denies the allegations in paragraph 6(l).

7. PROMISES OF BENEFITS

- (a) Starbucks denies the allegations in paragraph 7(a).
- (b) Starbucks admits that having mental health counselors available to employees is an existing employee benefit, but denies the remaining allegations in paragraph 7(b).
- (c) Starbucks denies the allegations in paragraph 7(c).

(d) Starbucks denies the allegations in paragraph 7(d).

(e) Starbucks admits that in or around (b) (6), (b) (7)(C) 2021 it announced that it would be granting a wage increase based on seniority or tenure, but denies the remaining allegations in paragraph 7(e).

(f) Starbucks denies the allegations in paragraph 7(f).

(g) Starbucks denies the allegations in paragraph 7(g).

(h) Starbucks denies the allegations in paragraph 7(h).

(i) Starbucks denies the allegations in paragraph 7(i).

8. SURVEILLANCE AND INTERROGATION

(a) Starbucks denies the allegations in paragraph 8(a).

(b) Starbucks admits that for a period of time it tried to assign support managers to its Buffalo facilities, but that effort largely ended in late 2021 and early 2022, and denies the remaining allegations in paragraph 8(b).

(c) Starbucks admits that since September 2021 the referenced individuals have visited its Buffalo stores, but denies the remaining allegations in paragraph 8(c).

(d) Starbucks admits that it has tried to schedule managers to be in its Buffalo stores during all operational hours, but denies the remaining allegations in paragraph 8(d).

(e) Starbucks denies the allegations in paragraph 8(e).

(f) Starbucks admits that in 2021 it shifted responsibility for hiring of employees in Buffalo away from its store managers, but denies the remaining allegations in paragraph 8(f).

(g) Starbucks denies the allegations in paragraph 8(g).

(h) Starbucks denies the allegations in paragraph 8(h).

(i) Starbucks denies the allegations in paragraph 8(i).

(j) Starbucks denies the allegations in paragraph 8(j).

(k) Starbucks denies the allegations in paragraph 8(k).

9. GRANT OF BENEFITS

(a) Starbucks admits that in Fall 2021 it transitioned to training newly-hired employees in its Buffalo stores at one facility, but denies the remaining allegations in paragraph 9(a).

(b) Starbucks admits that since September 2021 it has hired employees in its Buffalo facilities, but denies the remaining allegations in paragraph 9(b).

(c) Starbucks admits that since September 2021 it has hired employees in its Buffalo facilities, but denies the remaining allegations in paragraph 9(c).

(d) Starbucks denies the allegations in paragraph 9(d).

(e) Starbucks admits that since September 2021 it has made improvements to its Buffalo facilities, but denies the remaining allegations in paragraph 9(e).

(f) Starbucks denies the allegations in paragraph 9(f).

(g) Starbucks denies the allegations in paragraph 9(g).

(h) Starbucks denies the allegations in paragraph 9(h).

(i) Starbucks denies the allegations in paragraph 9(i).

(j) Starbucks denies the allegations in paragraph 9(j).

(k) Starbucks admits that in approximately September 2021 it removed and replaced two (b) (6), (b) (7)(C) in Buffalo, but denies the remaining allegations in paragraph 9(k).

(l) Starbucks admits that since the beginning of September 2021 it has renovated stores in Buffalo, but denies the remaining allegations in paragraph 9(l).

(m) Starbucks admits that since the beginning of September 2021 it has made improvements in stores in Buffalo, but denies the remaining allegations in paragraph 9(m).

(n) Starbucks denies the allegations in paragraph 9(n).

(o) Starbucks denies the allegations in paragraph 9(o).

(p) Starbucks denies the allegations in paragraph 9(p).

(q) Starbucks denies the allegations in paragraph 9(q).

(r) Starbucks denies the allegations in paragraph 9(r).

(s) Starbucks admits that in or around November 2021 it changed its approach so that newly-hired employees would be trained at one of three stores, but denies the remaining allegations in paragraph 9(s).

(t) Starbucks denies the allegations in paragraph 9(t).

(u) Starbucks admits that in or around January 2022 it effected a wage increase based on seniority or tenure, but denies the remaining allegations in paragraph 9(u).

(v) Starbucks denies the allegations in paragraph 9(v).

10. THREATS AND CAPTIVE AUDIENCE MEETINGS

(a) Starbucks denies the allegations in paragraph 10(a).

(b) Starbucks denies the allegations in paragraph 10(b).

(c) Starbucks denies the allegations in paragraph 10(c).

(d) Starbucks denies the allegations in paragraph 10(d).

(e) Starbucks denies the allegations in paragraph 10(e).

(f) Starbucks denies the allegations in paragraph 10(f).

(g) Starbucks denies the allegations in paragraph 10(g).

(h) Starbucks denies the allegations in paragraph 10(h).

- (i) Starbucks denies the allegations in paragraph 10(i).
- (j) Starbucks denies the allegations in paragraph 10(j).
- (k) Starbucks denies the allegations in paragraph 10(k).
- (l) Starbucks denies the allegations in paragraph 10(l).

11. STRICTER ENFORCEMENT OF WORK RULES

(a) Starbucks admits that the “Prohibition Against Harassment” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(a).

(b) Starbucks admits that the “A Respectful Workplace Is Everyone’s Responsibility” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(b).

(c) Starbucks admits that the “How We Communicate” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(c).

(d) Starbucks admits that the “Corrective Action” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(d).

(e) Starbucks admits that the “Dress Code & Personal Appearance” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(e).

(f) Starbucks admits that the “Personal Mobile Device; Personal Telephone Calls and Mail” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(f).

(g) Starbucks admits that the “Soliciting/Distributing Notices” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(g).

(h) Starbucks admits that the “Attendance and Punctuality” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(h).

(i) Starbucks admits that the “Partners Not Working While Ill” language set forth is in the Starbucks Partners Guide, dated April 2020, but denies the remaining allegations in paragraph 11(i).

(j) Starbucks admits that the “COVID LOG” language set forth is on the check-in log in the stores, but denies the remaining allegations in paragraph 11(j).

(k) Starbucks admits that the language set forth concerning “Free Food Item and Beverages While Working is substantially similar to that in the Partners Resources Manual as of October 4, 2021, but denies the remaining allegations in paragraph 11(k).

(l) Starbucks denies the allegations in paragraph 11(l).

12. RETALIATION

(a) Starbucks admits that at varying times it has reduced the operational hours of stores in Buffalo, but denies the remaining allegations in paragraph 12(a).

(b) Starbucks admits that it closed the Walden & Andersen store for a period of time, but denies the remaining allegations in paragraph 12(b).

(c) Starbucks admits that it has closed the kiosk facility at the Walden Galleria in Cheektowaga, but denies the remaining allegations in paragraph 12(c).

(d) Starbucks denies the allegations in paragraph 12(d).

(e) Starbucks admits that at varying times it has temporarily closed stores in Buffalo, but denies the remaining allegations in paragraph 12(e).

(f) Starbucks admits that at varying times it has temporarily closed stores in Buffalo, but denies the remaining allegations in paragraph 12(f).

(g) Starbucks admits that prior to October 2021 it shifted responsibility for hiring employees in Buffalo stores from store managers to recruiters, but denies the remaining allegations in paragraph 12(g).

(h) Starbucks denies the allegations in paragraph 12(h).

(i) Starbucks admits that in Fall 2021 it transitioned to training newly-hired employees at one facility, but denies the remaining allegations in paragraph 12(i).

(j) Starbucks denies the allegations in paragraph 12(j).

(k) Starbucks denies the allegations in paragraph 12(k).

(l) Starbucks denies the allegations in paragraph 12(l).

(m) Starbucks admits that managerial approval generally is required for employees to pick up shifts at other stores, but denies the remaining allegations in paragraph 12(m).

(n) Starbucks denies the allegations in paragraph 12(n).

(o) Starbucks denies the allegations in paragraph 12(o).

(p) Starbucks denies the allegations in paragraph 12(p).

(q) Starbucks admits that on (b) (6), (b) (7)(C) 2021, it closed its Buffalo stores early, but denies the remaining allegations in paragraph 12(q).

(r) Starbucks denies the allegations in paragraph 12(r).

(s) Starbucks denies the allegations in paragraph 12(s).

(t) Starbucks denies the allegations in paragraph 12(t).

(u) Starbucks admits that it tries to ensure use of its Playbuilder Tool by store managers, but denies the remaining allegations in paragraph 12(u).

(v) Starbucks denies the allegations in paragraph 12(v).

(w) Starbucks denies the allegations in paragraph 12(w).

(x) Starbucks denies the allegations in paragraph 12(x).

(y) Starbucks denies the allegations in paragraph 12(y).

(z) Starbucks denies the allegations in paragraph 12(z).

(aa) Starbucks denies the allegations in paragraph 12(aa).

13. RETALIATION AGAINST INDIVIDUALS

(a) Starbucks admits that it promoted (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C) 2021, but denies the remaining allegations in paragraph 13(a).

(b) Starbucks denies the allegations in paragraph 13(b).

(c) Starbucks denies the allegations in paragraph 13(c).

(d) Starbucks denies the allegations in paragraph 13(d).

(e) Starbucks denies the allegations in paragraph 13(e).

(f) Starbucks denies the allegations in paragraph 13(f).

(g) Starbucks admits that it issued written warnings to the employees whose names are listed on or near the dates in the same row as their names, but denies the remaining allegations in paragraph 13(g).

(h) Starbucks denies the allegations in paragraph 13(h).

(i) Starbucks denies the allegations in paragraph 13(i).

(j) Starbucks denies the allegations in paragraph 13(j).

(k) Starbucks denies the allegations in paragraph 13(k).

(l) Starbucks denies the allegations in paragraph 13(l).

(m) Starbucks denies the allegations in paragraph 13(m).

(n) Starbucks denies the allegations in paragraph 13(n).

(o) Starbucks denies the allegations in paragraph 13(o).

(p) Starbucks admits the allegations in paragraph 13(p).

(q) Starbucks admits that it terminated the employment of (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2022, of (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2022, of (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2022, of (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2022, of (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C), 2022, and of (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2022, but denies the remaining allegations in paragraph 13(q).

(r) Starbucks admits that in or around (b) (6), (b) (7)(C) 2022 it undertook an investigation concerning an employee named (b) (6), (b) (7)(C), but denies the remaining allegations in paragraph 13(r).

(s) Starbucks admits that it has employees who received a larger wage increase based on seniority or tenure in (b) (6), (b) (7)(C) 2022 than (b) (6), (b) (7)(C), but denies the remaining allegations in paragraph 13(s).

(t) Starbucks admits that in (b) (6), (b) (7)(C) 2022 it did not accept (b) (6), (b) (7)(C) request to reduce (b) (6), (b) (7)(C) availability, but denies the remaining allegations in paragraph 13(t).

(u) Starbucks admits that it denied a vacation request or requests from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), but denies the remaining allegations in paragraph 13(u).

(v) Starbucks denies the allegations in paragraph 13(v).

(w) Starbucks denies the allegations in paragraph 13(w).

(x) Starbucks denies the allegations in paragraph 13(x).

14. CONSTRUCTIVE DISCHARGE

- (a) Starbucks denies the allegations in paragraph 14(a).
- (b) Starbucks denies the allegations in paragraph 14(b).
- (c) Starbucks denies the allegations in paragraph 14(c).

15. BARGAINING UNIT DESCRIPTIONS/OGLIBATIONS

(a) Starbucks admits that Region 3 of the NLRB certified the election results in Case 3-RC-282115, but denies the remaining allegations in paragraph 15(a).

- (b) Starbucks admits the allegations in paragraph 15(b).
- (c) Starbucks admits the allegations in paragraph 15(c).

16. FAILURE TO BARGAIN OVER CHANGES

- (a) Starbucks denies the allegations in paragraph 16(a).
- (b) Starbucks denies the allegations in paragraph 16(b).
- (c) Starbucks denies the allegations in paragraph 16(c).

17.

Starbucks denies the allegations in paragraph 17.

18.

Starbucks denies that the allegations in paragraph 18 support paragraph 17 or the issuance of a bargaining order.

- (a) Starbucks denies the allegations in paragraph 18(a).
- (b) Starbucks denies the allegations in paragraph 18(b).
- (c) Starbucks admits that as of May 27, 2022 it employed 31 hourly employees at the Camp Road store, and 581 baristas and shift supervisors in its Buffalo stores, but denies the remaining allegations in paragraph 18(c),

- (d) Starbucks denies the allegations in paragraph 18(d).
- (e) Starbucks is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 18(e) and therefore denies the same.
- (f) Starbucks denies the allegations in paragraph 18(f).
- (g) Starbucks is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in paragraph 18(g) and therefore denies the same.

19. 8(a)(1) CONCLUSION

Starbucks denies the allegations in paragraph 19.

20. 8(a)(3) CONCLUSION

Starbucks denies the allegations in paragraph 20.

21. 8(a)(4) CONCLUSION

Starbucks denies the allegations in paragraph 21.

22. 8(a)(5) CONCLUSION

Starbucks denies the allegations in paragraph 22.

23.

Starbucks denies the allegations in paragraph 23.

Regarding the “WHEREFORE” clause and its subparagraphs, the General Counsel is not entitled to the relief requested.

DEFENSES

Starbucks asserts the following defenses, which are not all of its defenses, without assuming any burden of proof not otherwise required of it. Starbucks also reserves the right to revise or change these defenses and plead other defenses.

FIRST DEFENSE

(Failure to State a Claim)

The Amended Complaint fails to state claims for violation of the National Labor Relations Act (“Act”).

SECOND DEFENSE

(Vague and Ambiguous)

The allegations in the Amended Complaint are vague and ambiguous.

THIRD DEFENSE

(Section 10(b))

Insofar as the Amended Complaint purports to state claims arising more than six months before the applicable unfair labor practice charge, those claims are barred by Section 10(b) of the Act.

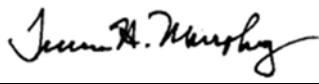
FOURTH DEFENSE

(Board Member Recusal)

Insofar as this case comes before the Board, Members Wilcox and Prouty should recuse themselves based on their past, present and/or perceived relationship with the Service Employees International Union, its local unions and their affiliates, including Workers United.

WHEREFORE, Respondent Starbucks Corporation respectfully requests dismissal of the Amended Complaint in its entirety with prejudice, and such other and further relief as is just and appropriate, and to which it may be entitled.

Respectfully submitted,

By: 
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Attorneys for Respondent
Starbucks Corporation

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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of June 2022 a true and correct copy of the foregoing Answer to Amended Second Consolidated Complaint in the above cases was electronically filed with the Board and served via e-mail and first-class U.S. Mail, upon the following:

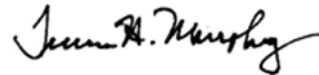
By E-Filing:

Linda M. Leslie
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